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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

LORI EPPERSON,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC,  
SEASIDE TRUSTEE, INC., and DOES I  
through X, inclusive,

Defendants.

Case No.: 3:18-cv-00392-HDM-WGC

ORDER GRANTING STIPULATION  
DISMISSING ALL CLAIMS WITH  
PREJUDICE

COME NOW Plaintiff, Lori Epperson (“Plaintiff”), by and through attorney, Michael Lehnern, Esq., and Defendants Bayview Loan Servicing, LLC and Seaside Trustee, Inc. (“Defendants”) (Plaintiff and Defendants collectively referred to as the “Parties”), by and through their attorney, Zieve, Brodnax & Steele, LLP, pursuant to Fed. R. Civ. P. Rule 41(a)(1)(A)(iii), hereby stipulate as follows.

1. Whereas, Plaintiff has been making injunction bond payments of \$1,925.00 per month since August 2017, held in her attorney’s trust account (“Bond Money”).
2. Whereas, the Parties have agreed to an Effective Date of April 4, 2019.
3. Plaintiff shall have 60 days from the Effective Date, by June 4, 2019, to vacate the premises, unless otherwise agreed by the Parties.
4. Defendants agree to not evict Plaintiff from the property prior to June 5, 2019.
5. Should Plaintiff fail to vacate the Property within 60 days from the Effective Date, by June 4, 2019, or secure written agreement to the contrary from

Defendants' counsel, Plaintiff's counsel shall release all Bond Money in his trust account to Defendant's counsel.

6. If Plaintiff vacates the Property prior to June 4, 2019, then Plaintiff shall retain the Bond Money.
7. All claims asserted or which could have been asserted in the above-captioned case against Bayview Loan Servicing, LLC and Seaside Trustee, Inc., by Plaintiff, shall be dismissed with prejudice; and
8. Any injunction currently in place is dissolved by this Order;
9. Each party shall bear its own fees and costs in connection with the above-captioned case.

DATED this 16<sup>th</sup> day of April, 2019

DATED this 16<sup>th</sup> day of April, 2019

/s/Michael Lehnern, Esq.  
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Attorney for Defendants.

### **ORDER**

Pursuant to the foregoing agreement and stipulation by the Parties, this action is hereby dismissed with prejudice, with each party to bear its own fees and costs.

**IT IS SO ORDERED.**

DATE: April 17, 2019



UNITED STATES DISTRICT JUDGE